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9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 RSUI INDEMNITY COMPANY, a New
Hampshire Stock Company; and EVANSTON
12 INSURANCE COMPANY, an Illinois corporation

13 Plaintiffs,

14 vs.

15 SPORTSMAN'S ROYAL MANOR, LLC, a
Nevada Limited Liability Company; DOMONIQUE
16 BROWNING-PALMER, individually; GARY
BRENNAN, individually;

17 Defendants.

18 SPORTSMAN'S ROYAL MANOR, LLC; GARY
19 BRENNAN;

20 Counter-claimants,

21 vs.

22 RSUI INDEMNITY COMPANY; EVANSTON
INSURANCE COMPANY; KAERCHER
23 CAMPBELL & ASSOCIATES INSURANCE
BROKERAGE OF NEVADA, LLC; KAERCHER
24 INSURANCE, AN ALERA GROUP AGENCY,
LLC; and DOE DEFENDANTS 1-10; ROE
25 DEFENDANTS 11-20;

26 Counter-defendants.

Case No.: 2:20-cv-01484-RFB-VCF

STIPULATION AND
~~PROPOSED~~ ORDER
REGARDING DOCUMENT
PRODUCTION RELATED TO
DEFENDANT DOMONIQUE
BROWNING-PALMER

27 The parties, RSUI Indemnity Company ("RSUI"), Evanston Insurance Company
28 ("Evanston"), Sportsman's Royal Manor, LLC ("SRM"), Gary Brennan ("Brennan"), Domonique

1 Browning-Palmer (“Browning-Palmer”), Kaercher Campbell & Associates Insurance Brokerage
2 of Nevada, LLC (“Kaercher Campbell”), and Kaercher Insurance, an Alera Group Agency, LLC
3 (“Kaercher Insurance,” and with Kaercher Campbell, “Kaercher”) (collectively, the “Parties”), by
4 and among the undersigned counsel, stipulate and agree, subject to this Court’s approval, to the
5 terms and procedures set forth below for the production and exchange of documents, tangible
6 things, materials, and any other information in the above-referenced action. Nothing in this
7 stipulation shall interfere with the parties obligations set forth in the Protective Order entered June
8 10, 2021 (ECF No. 80).

9 WHEREAS, on August 10, 2020, RSUI and Evanston filed a Complaint against SRM,
10 Brennan, and Browning-Palmer seeking declaratory relief concerning their rights and obligations
11 under certain policies of excess insurance RSUI and Evanston issued to SRM and Brennan for
12 policy period March 13, 2015, to March 13, 2016, with respect to a claim for personal injury
13 damages made by Browning-Palmer arising out of a 2015 shooting at SRM’s property (the
14 “Claim”) and Browning-Palmer’s subsequently filed lawsuit against SRM currently pending in the
15 Eighth Judicial District Court, Clark County, Nevada, entitled *Browning-Palmer v. Hines, et al.*,
16 Case No. A-17-755668-C (“Underlying Action”). (ECF No. 1.)

17 WHEREAS, SRM and Brennan filed a Counterclaim against RSUI and Evanston and new
18 parties, Kaercher, arising out of the insurers’ and insurance brokers’ alleged conduct with respect
19 to the Claim, the Underlying Action, and the sale of certain general liability and excess insurance
20 policies to SRM and Brennan. (ECF No. 14.) On November 24, 2020, SRM and Brennan filed a
21 First Amended Counterclaim. (ECF No. 46.) The counterclaims against RSUI and Evanston
22 include breach of contract, contractual breach of the implied covenant of good faith and fair
23 dealing, tortious breach of the implied covenant of good faith and fair dealing (insurance bad faith),
24 violation of NRS 686.310 (unfair claims handling), and declaratory judgment.

25 WHEREAS, the Parties have begun discovery in this action, including propounding
26 requests for production of documents, interrogatories, and requests for admission. Among other
27 things, the written discovery already propounded requests information and documents related to
28 the Claim, including without limitation evaluation of the Claim and/or the ongoing strategy for the

1 defense and resolution of the Underlying Action.

2 WHEREAS, given the Underlying Action remains pending as of the date of submission
3 of this stipulation, Browning-Palmer will have an unfair competitive advantage in the Underlying
4 Action if she were to receive information and documents related to the Claim, which includes
5 without limitation evaluation of the Claim and/or the ongoing strategy for the defense and
6 resolution of the Underlying Action. Browning-Palmer is not a party to SRM and Brennan's
7 counterclaims against RSUI and Evanston regarding claim handling; therefore, Browning-Palmer
8 acknowledges that she is not entitled to receive and review the above-mentioned information and
9 documents unless and until the Underlying Action is resolved via settlement or entry of judgment
10 after exhaustion of all appeals.

11 THEREFORE, the undersigned counsel and the Parties hereby stipulate and agree as
12 follows:

13 1. Information, documents, tangible things, and materials produced in this action,
14 whether in a response to written discovery, document production, or received in response to a
15 third-party subpoena, that concern or in any way touch upon the Claim, including without
16 limitation the evaluation of the Claim and strategy for the defense and/or resolution of the
17 Underlying Action (hereinafter, "Claim Related Materials") shall be withheld in their entirety
18 from Browning-Palmer, but produced to all other parties in the action.

19 2. With respect to Claim Related Materials contained in answers and responses to
20 written discovery, the answering or responding Party shall serve a redacted and an unredacted
21 copy of its answers on all Parties except Browning-Palmer. SRM will then have four weeks to
22 review the scope of the redacted answers and responses to instruct the answering or responding
23 Party to expand the scope of the redactions if SRM determines additional redactions are necessary
24 to ensure that Browning-Palmer does not obtain an unfair competitive advantage in the
25 Underlying Action. Once the four-week period has passed, and any SRM directed redactions have
26 been incorporated, the answering or responding Party will serve Browning-Palmer with the
27 redacted copy of its answers or responses.

28 3. With respect to producing Claim Related Materials including documents, tangible

things, and materials, the Parties shall designate each document, tangible thing, and material using an “X” at the beginning of the bates label utilized by that party to identify that the document, tangible thing, or material is to be withheld from Browning-Palmer. The Parties shall not be required to provide Browning-Palmer with a privilege log for the documents, tangible things, and materials withheld; however, Browning-Palmer shall be provided with a copy of each and every supplemental disclosure identifying the bates range of documents, tangible things, and materials produced, but withheld pursuant to this stipulation.

4. Nothing within this stipulation shall be deemed an admission that Claim Related Materials are relevant or waives a parties’ right to object to any specific interrogatory, request for production, or request for admission on the basis of relevancy, privilege, or any other grounds to withhold information and documents.

5. If any Party intends to file with the Court or offer into evidence any Claim Related Materials, the Party shall comply with Section B(6) of the Protective Order, including the requirement to move to file under seal. Browning-Palmer shall be provided with a redacted version of any filing containing Claim Related Material at the time the filing is served on all Parties.

6. This stipulation shall be revisited in the event the Underlying Action resolves via settlement or entry of judgment after exhaustion of all appeals.

IT IS SO STIPULATED.

Dated this 2nd day of August, 2021.

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ORDER

IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE
DATE: 8-3-2021